



www.thecreditbureau.com Phone: 800-240-0403 Fax: 877-831-1077

Application for Use of Consumer Reports and FCRA Related Data

Application

Every field on this Application MUST be completed. If not applicable, you must write N/A. Failure to fully complete this Application in its entirety and return it along with the signed Certification (attached) will delay and/or deny your approval.

Company Information

Business Name (Hereinafter "User") and Type of Company		Website Address(es) / URLs (if applicable)		IP Address and Range	
Street Address (Physical Address)			City	State	Zip
SSN or Federal ID Number	State / Date Business was Established	Hours of Operation		Number of Employees Total: _____ For Access: _____	
Main Contact	Title	Email		Work Phone and Fax Numbers Phone: _____ Fax: _____	

Principal Information (User Owner or Officer signing below)

Principal Name (if different)	Title	Email	Work Phone and Fax Numbers Phone: _____ Fax: _____
Home Address			
City/State/Zip			
Home Phone Number	Drivers License Number	Social Security Number	

Business References

Business Reference (Name/Company/Title)			Contact Number		
Street Address		City	State	Zip	
Business Reference (Name/Company/Title)			Contact Number		
Street Address		City	State	Zip	
Business Reference (Name/Company/Title)			Contact Number		
Street Address		City	State	Zip	

Bank Reference

Bank Reference (Name/Company/Title)			Contact Number		
Street Address		City	State	Zip	

FCRA Information

For the Purposes of the FCRA, please describe the nature / type of your company's business (required).	
Please indicate your intended use of information (check all that apply):	
<input type="checkbox"/> Related to transaction involving credit extension, account review, account collection or bankruptcy filing with respect to subject consumer. <input type="checkbox"/> Employment purpose (USER WILL IDENTIFY TO THE PROVIDER EACH TIME A REPORT IS REQUESTED FOR THIS PURPOSE). <input type="checkbox"/> Insurance underwriting (USER WILL IDENTIFY TO THE PROVIDER EACH TIME A REPORT IS REQUESTED FOR THIS PURPOSE). <input type="checkbox"/> Tenant screening. <input type="checkbox"/> Related to a business transaction involving subject consumer. (USER WILL IDENTIFY SPECIFIC BUSINESS PURPOSE EACH TIME A	

REQUEST IS MADE UNDER THIS CATEGORY, AND REPORT SAME TO THE PROVIDER AT POINT OF ACCESS).

CA Civil Code End User Compliance (Please fully read Section below and check one)

User IS or IS NOT a "Retail Seller," as defined in Section 1802.3 of the California Civil Code and conducts "Point of Sale" transactions, i.e., issues credit to consumers who appear in person on the basis of applications for credit submitted in person.

Letter of Intent

- On Company letterhead signed by an officer, owner or authorized manager, please provide the nature of your business, the intended use for the services, anticipated monthly volume and whether your Company anticipates its access to be primarily local, regional or national.

Bona Fide Business Verification

Copy of Business License plus one of the following must be attached (indicate which by checking the appropriate boxes):

- | | | |
|--|---|--|
| <input type="checkbox"/> Copy of Business License (must be attached if required by your state, city or county and if not required, two of the other items must be chosen and attached) | <input type="checkbox"/> Articles of Incorporation / Partnership | <input type="checkbox"/> Corporation verification with State or Federal government |
| <input type="checkbox"/> Sales tax records | <input type="checkbox"/> State and/or Federal tax records | <input type="checkbox"/> Professional State Issued License |
| <input type="checkbox"/> State Tax ID Certificate (not application) | <input type="checkbox"/> Federal ID No. form (not application) | <input type="checkbox"/> Proof of 501 (c) (3) status (non-profit, charitable, religious or educational organization) |
| | <input type="checkbox"/> Proof of status under FCRA § 621(b) (1, 2, 3) (Federal bank, CU, air/ground carries and those subject to the Packers and Stockyards Act of 1921) | |

Each of the following must be attached:

- | | | |
|--|---|--|
| <input type="checkbox"/> Advertising Material or Business Card | <input type="checkbox"/> Copy of Business Check | <input type="checkbox"/> Copy of Principal's Photo ID / Drivers License (only if sole proprietorship, partnership or corp. in business under 1 yr) |
| <input type="checkbox"/> Copy of Current Business Phone Bill | | |

Do you own your office space? Yes No If yes, indicate how long to date ()

Do you lease your office space? Yes No If yes, indicate how long to date () and provide the following (N/A for publicly traded companies):

Copy of current Lease (must include Lease terms, the address page, the signature page and the landlord name and contact information)

Employment Screening Information

If you selected Employment Screening under FCRA you must provide the following:

- List Number of Employees: _____
- Private Investigator License (if applicable)

Tenant Screening Attachment Information

If you selected Tenant Screening under FCRA you must provide three completed rental applications and one of the other items listed:

- | | | |
|--|--|---|
| <input type="checkbox"/> Three completed rental applications | <input type="checkbox"/> Document filings in Landlord/Tenant Court | <input type="checkbox"/> Verify membership in local/regional/national Apartment Association |
|--|--|---|

Please provide name of complex

Are you an individual Landlord? Yes No If yes, you must provide the following

- | | | |
|--|--|---|
| <input type="checkbox"/> Copy of title | <input type="checkbox"/> Public records search of property | <input type="checkbox"/> County Assessor's office records |
| <input type="checkbox"/> Copy of property tax document | <input type="checkbox"/> Property insurance documents | |

Business Operating from Residence Support Information

Is your business operating out of a residence? (NOT Unrestricted or an Apartment) Yes No If yes, provide one of the following:

- | | |
|---|--|
| <input type="checkbox"/> Corporation verification by certificate of incorporation or framework with state or federal government | <input type="checkbox"/> Sole proprietorship/partnership verification by business license from county or state government or fictitious name application |
|---|--|

Attorney or Law Firm Support Information

Is Lawyer/Law Firm a) solely in collections, b) filing consumer bankruptcies or c) hiring employees? Yes No If yes, provide one of the following:

- | | | |
|---|--|---|
| <input type="checkbox"/> Attorney State Identification Card | <input type="checkbox"/> Bar Association Membership Card | <input type="checkbox"/> Verify licensure from www.martindale.com |
|---|--|---|

Compliance Assurances

User agrees, acknowledges and warrants, as a user / distributor of various credit related products and services, (the "Reports") that as applicable:

1. It shall and it shall cause its customers ("Customers") to abide by and accept responsibility for accessing, processing and using the Reports in accordance with the Fair Credit Reporting Act, 15 U.S.C. §1681 et. seq., ("FCRA") as amended by the Fair and Accurate Credit Transactions Act of 2003 ("FACT Act") and thereafter from time to time, the Gramm-Leach-Bliley Act of 1999 ("GLB Act"), the Driver Privacy Protection Act ("DPPA"), the laws of the applicable state issuing Motor Vehicle Records ("MVRs"), and with the requirements of the credit bureaus and database providers providing access to the Reports, as well as all other applicable local, state and federal laws governing access to the Reports; and
2. It shall and it shall cause its Customers to obtain a proper release and authorization from each job applicant and credit application from each credit applicant prior to requesting a Report on that applicant; and

3. Prior to requesting each consumer report, User shall and cause its Customer to identify the end user (“end user”) of the consumer report, certify each permissible purpose for which the consumer report will be used and certify that the consumer report will be used for no other purpose, as defined by Section 607 of the FCRA; and
4. Compliance and keeping up to date with new requirements or laws is the responsibility of User and Customers; and
5. User understands and shall cause Customers to understand that a log must be maintained on consumer report information, with transaction details, for a minimum of sixty (60) months; and
6. User agrees and shall cause Customers to agree that it will secure consumer reports on individuals solely for its use in credit, collection, underwriting or employment transactions between itself and the individual to whom information refers and/or for such other “permissible purposes” related to a business transaction as are defined by the FCRA and that it will neither request nor use any such information for any other purpose; and
7. User further agrees and shall cause Customers to take all reasonable precautions to ensure that the Reports and consumer report information on individuals will be held in strict confidence, disclosed only to those of its employees whose duties reasonably relate to the legitimate business purpose for which the information was requested and not disclosed to any other person in whole or in part unless required by valid subpoena or court order; and
8. Consumer questions or comments regarding Reports shall be provided to the CRA providing same, with the CRA’s name, address and telephone number provided to any consumer that is the subject of the disputed Report; and
9. It is understood that an independent third party “Site Inspection” of User and/or Customer’s business location may be necessary prior to accessing consumer or other reports, for which a fee will be assessed. In accordance with the FCRA as well as credit bureau and data repository policies, as part of the investigation, credentialing and processing of this Application, User and its principal (owner or officer) signing below, understands, consents and authorizes that a criminal, consumer credit and other background checks from a database Repository, Credit Bureau or Consumer Credit Reporting Agency, as applicable, may be obtained on User’s business and its principal, to determine background, credit worthiness, credit standing and credit capacity, as applicable to User. The signature of User’s authorized representative acknowledging acceptance of the above terms and conditions is set forth at the end of the attached Certification.

Security Requirements

In signing the Agreement for use of services allowing access to and receipt of consumer or other non-public personally identifiable information, the undersigned User agrees to adhere to the following measures:

Data Access Security

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports and other non-public personally identifiable information.

1. You must protect your account numbers and passwords so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your passwords. Do not post or leave such information unattended in any manner.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your account numbers and passwords “hidden” or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
3. Do not discuss your account numbers and passwords by telephone with any unknown caller, even if the caller claims to be an employee of a Credit Bureau or other data Repository.
4. Restrict the ability to obtain consumer credit and other information to only a few key personnel.
5. Point of sale customers utilizing the drivers license scanning product must make consumers aware via posters and obtain written consent that drivers license data is being collected and such will be used for fraud prevention and transaction dispute resolution and will not be used for marketing.
6. Place all terminal devices used to obtain consumer credit and other information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot access them.
7. After normal business hours, be sure to turn off and lock all devices or systems used to obtain or store consumer credit and other information.
8. Secure hard copy and electronic files of consumer credit and other information within your facility to prevent unauthorized access.
9. Shred or destroy all hard copy consumer credit and other information when no longer needed in accordance with applicable contract, Repository regulation or law.
10. Erase or scramble electronic files containing consumer credit and other information when no longer needed in accordance with applicable contract, Repository regulation or law.
11. Advise all employees that your company can access consumer credit and other information only for the “permissible purposes” listed in your Agreement and that they may not, even for testing purposes, access their own consumer credit report or that of a family member, friend, public figure or celebrity, if your company does not have permissible purpose.

Record Retention

It is important that you keep consumer credit applications and reports for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit and or other report. (Note: Your Agreement and some Repositories and/or Bureaus require 60 months, some require 36 months or even

72 months and The Federal Equal Credit Opportunity Act maintains that a creditor must preserve all written or recorded information connected with an application for 25 months.)

“Under Section 621 (a) (2) (A) of the Fair Credit Reporting Act, 15 U.S.C. §1681 et. seq., (“FCRA”), as amended from time to time, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500.00 per violation.”

Internal Systems Security

Internal Systems that have access to sensitive consumer or other non-public personally identifiable information, including those of your customers who will have access to your system, should implement the following security measures on their systems.

1. Use of screensavers (15 minute timeout maximum) for all personnel should be mandatory.
2. User Names and password rules must be set according to the **User Name and Password Security** section herein.

Application Security

When building an application system that will request, house or display sensitive consumer or other non-public personally identifiable information to an end user, the following measures must be put in place to help ensure unauthorized access of such data.

1. Technical measures to prevent screen scraping or robotic harvesting of any consumer or other non-public personally identifiable information, including information that can be viewed prior to purchasing a product, as well as contractual prohibitions on end users' right to screen scrape or robotic harvest.
2. The system should be set up so that account velocity is automatically measured and monitored for unusual activity. The system should also have the ability to turn off an individual account's access to consumer or other non-public personally identifiable information, if the account velocity threshold is tripped, and shut down access within 15 minutes if the site velocity threshold is tripped.
3. User Names and password rules must be set according to the **User Name and Password Security** section herein.
4. IP address restrictions are required for all users who will be accessing sensitive consumer or other non-public personally identifiable information. The IP address of the end user who is accessing the system must be known and set up to have such access in order to view sensitive consumer or other non-public personally identifiable information. The system must not allow users to access the system from an unknown or foreign IP address.
5. All transactions, XML and Web Based Applications must be sent over an encrypted medium. Valid encryption strategies are either HTTPS (SSL) V3 or better and at least 128 bit or HTTP over an IP Secure VPN.

User Name and Password Security

The following rules must be implemented when establishing User Names and passwords:

1. User Names must be at least Eight (8) characters in length.
2. All passwords must be at least eight (8) characters in length.
3. User Names and passwords cannot be the same.
4. Passwords cannot contain the User Name.
5. All passwords must contain any two (2) of the following: alphabetic characters, numeric characters, or symbol characters.
6. All Users must have a unique User Name and password.
7. Passwords should not be written down anywhere and User Names and passwords may not be shared.
8. Users must change their passwords at a minimum of once every 90 days.
9. Users' account and access shall be suspended after five (5) unsuccessful login attempts.
10. Security administrators should be notified immediately if the User has any reason to believe their User Name or password may have been compromised.
11. Inactive Users should be suspended after 90 days.
12. All suspended Users must change their passwords upon their next login.

Permissible Purpose Guidelines

Section 604 of the FCRA sets forth the “permissible purposes” (as defined therein) for companies to obtain consumer information from a credit-reporting agency:

- a. Intend to use the information in connection with a credit transaction involving the consumer on whom the information is being furnished, or
- b. Intend to use the information for employment purposes, or
- c. Intend to use the information in connection with the underwriting of insurance, or
- d. Intend to use the information in connection with a collection, or
- e. Intend to use the information in connection with a transaction initiated by the consumer, or
- f. Intend to use the information in connection with the written consent of the consumer, or
- g. Intend to use the information in connection with government licensing.

If your product lines are for different permissible purposes as listed above, a separate intended use must be identified each time for each type. If you intend to use a consumer report for employment purposes or in connection with a consumer bankruptcy filing, you must inform us of the intent and complete the appropriate documents to receive the proper inquiry

coding required. If you are contacted by us or a consumer whose consumer information you have accessed, you *must* provide us or the consumer with the name and address of the person to whom the report was sold.

Exception List

Notwithstanding the above, the credit bureaus and data repositories have identified certain types of companies to which consumer information cannot be sold. We have chosen to be even more restrictive and will not sell consumer information to:

- Credit or Financial Repair or Counseling (unless for non-profit, housing counseling or registered securities broker).
- Lawyers or Law Firms (unless sole practice is collections or those filing consumer bankruptcies or for employment).
- Private Investigator, Detectives or Law Enforcement (unless sole use is for employment purposes and an individual certification of permissible purpose is provided each time a report is requested).
- News Agencies or Journalists (unless sole use is for employment purposes or the review of a subscriber’s credit and an individual certification of permissible purpose is provided each time a report is requested).
- Bail Bonds business or Repossession company (unless business is established, reputable or state licensed).
- Pawn Shop (unless business is reputable and in a secure and safe location).
- Process Server, Dance Studio, Check Cashing, Spiritual, Tattoo, Health, Book Club, Adult, Dating, Massage Service
- Companies: a) not in the traditional financial services industry; b) not routinely needing consumer reports in the ordinary course of business; c) providing reports direct to consumers; d) with questionable reputations or ethical natures or no legitimate need for consumer reports; e) officers or employees involved in credit fraud or other unethical business practices; or f) identified by a credit bureau or data repository as restricted.

FCRA Requirements

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996).

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

§ 604	Permissible Purposes of Reports
§ 607	Compliance Procedures
§ 615	Requirement on users of consumer reports
§ 616	Civil liability for willful noncompliance
§ 617	Civil liability for negligent noncompliance
§ 619	Obtaining information under false pretenses
§ 621	Administrative Enforcement
§ 623	Responsibility of Furnishers of Information to Consumer Reporting Agencies

Each of these sections is of direct consequence to users whom obtain reports on consumers.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction initiated by the subject of the report such as tenant screening, in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal and state statues and regulations in the locale you operate.

We support legislation that will assure fair and equitable treatment for all consumers and users of credit information.

FACT Act Summary & Notices

Following a public comment period, the Federal Trade Commission issued final summaries of identity theft and general consumer rights and revised furnisher and user notices under the FCRA and the Fair and Accurate Credit Transactions Act of 2003 (FACTA). Consumer reporting agencies are required to notify consumers of their rights under FACTA and steps they can take to protect themselves against identity theft and difficulties resulting therefrom.

The identity theft rights summary includes the major new identity theft rights granted to consumers by FACTA, including the right to place fraud alerts on their credit reports, to block businesses and credit bureaus from reporting information in their credit files that is a result of identity theft, and to obtain from businesses information about accounts or transactions in their name that result from identity theft. The identity theft rights summary will be provided by consumer reporting companies to consumers who contact the agencies because they believe they are victims of fraud or identity theft.

The general consumer rights summary includes, among other things, consumers' right to see their credit files and know when they have been used against them, to correct inaccuracies, and to opt-out of unsolicited offers. The summary also notes that, in addition to identity theft victims, active duty military personnel have additional rights under the FCRA and FACTA. This general summary of rights updates the current summary, which credit reporting companies provide to consumers with their credit reports. The furnisher and user notices explain to businesses their duties under the FCRA.

The FTC received 50 comments from individuals, businesses, and associations. In response to these comments, the Commission has made some changes to the proposed summaries and notices it issued in July 2004, including: (1) the addition of a Spanish-language statement at the top of the summary of rights indicating where Spanish-speaking consumers may go to obtain more information in Spanish; (2) clarification that a consumer must contact the nationwide consumer reporting companies to request that a fraud alert be placed on his or her credit file, and that the initial alert remains in a consumer's file for at least 90 days; and (3) clarification that a consumer may request that a consumer reporting company block any information, not just account information, in the consumer's file if the information is the result of identity theft.

The FTC vote to approve the final rule and the publication of the Federal Register notice was 5-0.

To view the summary and notices, please click below or visit our website or contact us to request copies.

FCRA: <http://www.ftc.gov/os/statutes/031224fcra.pdf>

GLBA: <http://www.ftc.gov/privacy/glbact/glboutline.pdf>

DPPA: <http://www.nydmv.state.ny.us/forms/mv15dppa.pdf>

ADA: <http://www.sba.gov/ada/smbusgd.pdf>

Summaries of Rights and Notices of Duties Under the FCRA and FACT Act: Publication of Final Guidance on Model Disclosures: <http://www.ftc.gov/os/2004/11/041119facta.pdf>

Appendix E: Summary of Consumer Identity Theft Rights: Remediating the Effects of Identity Theft:

<http://www.ftc.gov/os/2004/11/041119factaappe.pdf>

Appendix F: Summary of Consumer Rights Under the FCRA:

<http://www.ftc.gov/os/2004/11/041119factaappf.pdf>

Appendix G: Notice to Furnishers of Information: Obligations of Furnishers Under the FCRA:

<http://www.ftc.gov/os/2004/11/041119factaappg.pdf>

Appendix H: Notice to Users of Consumer Reports: Obligations of Users Under the FCRA:

<http://www.ftc.gov/os/2004/11/041119factaapph.pdf>

Employment Screening Requirements

If your business intends to use / sell credit reports and information for employment screening purposes, please read carefully.

Certain bureau products (Experian's Employment Insight, Equifax's Persona Report) may be sold to members who access credit reports and information for employment purposes. These reports differ from the consumer credit profile by suppressing information that is not applicable to an employment decision or may inadvertently violate an equal opportunity law. Suppressed information includes account numbers, year of birth and spouse references. Such bureau products also notify applicants that their file was accessed if it contains derogatory public record information, such as bankruptcies, liens and judgments. Additionally, inquiries only display on the report provided to the applicant. They do not display on the report provided to a potential employer.

The Consumer Credit Reporting Reform Act of 1996 added to the FCRA a new section 604 (b), governing the use of consumer reports (and other data, including, but not limited to, motor vehicle, criminal and eviction data) for employment purposes. This membership packet includes the necessary documents to comply with the new law and to implement appropriate internal procedures.

Brief overview of Section 604 (b) of the amended FCRA:

The FCRA essentially mandates four conditions on credit reports for employment purposes:

1. Before pulling a credit report, the end user must provide a "clear and conspicuous" written disclosure to the consumer in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, and obtain a written authorization from the consumer to pull his or her credit report;
2. Before taking any adverse actions based in whole or in part on the credit report, the end user must provide the consumer a copy of the report, and a written summary of the consumer's rights as prescribed by the FCRA;
3. The end user must certify to the credit reporting agency/reseller that in addition to complying as above, the report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; and
4. Consumer reporting agency must provide with the credit report a Summary of Consumers Rights.

This notice is not intended to provide you with legal advice regarding the Consumer Credit Reporting Reform Act of 1996 but rather represents an interpretation of the changes mandated by the Act. Please consult your legal counsel for verification of and more detailed information regarding the Consumer Credit Reporting Reform Act of 1996.

Employment Compliance Certification

In compliance with the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), User, as applicable, hereby certifies to Consumer Reporting Agency that it will comply with the following provisions:

1. User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report):
 - a) A clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - b) The consumer has authorized in writing the procurement of the report by User.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, User shall provide to the consumer to whom the report relates:
 - a) A copy of the report; and
 - b) A description in writing of the rights of the consumer under the Act, a copy of which entitled "Summary of Consumers Rights" can be downloaded from www.ComplyTraq.com/ConsumerRights or supplied upon request.
3. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

The requirements herein shall not apply if the report is provided to the employer in connection with suspected misconduct related to employment, or in compliance with federal, state or local laws and regulations, the rules of a self-regulatory organization (as defined in the Sarbanes-Oxley Act of 2002), it is not obtained for the determining the individual's credit worthiness and it is only provided to the employer, a federal agency, a self regulatory organization or as required by law.

The signature of User's authorized representative acknowledging acceptance of the above terms and conditions is set forth at the end of the attached Certification.

California Civil Code Section 1785.14(a) End User Compliance Certification

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, by the signature of User's authorized representative acknowledging acceptance of the above terms and conditions set forth at the end of the attached Certification, User hereby certifies and shall cause end users to certify to the Consumer Reporting Agency as indicated above, whether it is or is not a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").

User also certifies that if it or the end user is a Retail Seller who conducts Point of Sale transactions, it will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

User also certifies and shall cause end users to certify that it will only use the appropriate end user code number designated by the Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If User and/or end user is not a Retail Seller who issues credit in Point of Sale transactions, it agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, it shall provide written notice of such to the Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

Vermont FCRA Compliance Certification

User certifies that if User orders information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended ("VFCRA"), User will do so only after User has received prior consumer consent in accordance with VFCRA § 2480e (set forth below), as well as the Vermont Rules (set forth below), and other applicable laws and rules.

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer Consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) The ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) The use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

Vermont Rues * Current Through June 1999***, Agency 06. Office of the Attorney General, Sub-Agency 031. Consumer Protection Division, Chapter 012. Consumer Fraud – Fair Credit Reporting, Rule CF 112 Fair Credit Reporting, CRV 06-031-012, CF 112.03 (1999), CF 112.03 Consumer Consent**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the Client is required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

Certification

User has selected to utilize certain consumer products that are governed by the FCRA and Credit Bureau / Repository guidelines. Therefore, User must read all above sections and certify below that User is and will remain in compliance.

In whole or in part, ComplyTraq reserves the right, in its sole discretion, at any time and for any reason, with or without prior written notice, via email, fax, or regular US mail and with no liability to User, to modify, amend, change, alter, update, add to or delete from the terms and conditions contained in this Application and User's agreement for access to consumer credit and other personally identifiable information per Credit Bureau / Repository, vendor, legal, industry, ComplyTraq or other mandate and audit User's compliance therewith as well as the legal requirements applicable thereto, via on-site visits, notifications and/or document requests, with the date of receipt deemed to be the effective date of the notice.

For questions please call: 1-800-849-4960. The signed Certification, along with the fully completed Application, must be sent in their entirety to: ComplyTraq, Attn: Addendum Administration Dept., Fax: 404-393-9512.

By initialing next to each item to verify compliance, User certifies that:

- _____ It has read and accurately and fully completed the **Application** section;
- Complete all appropriate sections. Be sure to include principal information.
 - Include a minimum of three business references and one bank reference.
 - Read each item listed in the FCRA section and initial choice of use and permissible purpose.
 - Select and attach the chosen items listed in the Bona Fide Business Verification Section. Also attach a copy of a voided business check, a copy of photo id and advertising material or business card.
 - Tenant Screening companies must attach three completed rental applications along with one of the other items listed. If an individual landlord, provide one of the items listed along with a photo ID.
 - If operating out of a residence (other than individual landlords), provide one of the items listed.

- _____ It has read, is and will remain in compliance with the **Compliance Assurances** section;
- _____ It has read, is and will remain in compliance with the **Security Requirements** section;
- _____ It has read, is and will remain in compliance with the **Permissible Purpose Guidelines** section;
- _____ It has read, is and will remain in compliance with the **FCRA Requirements** section;
- _____ It has read, is and will remain in compliance with the **Fact Act Summary & Notices** section;
- _____ It has read, is and will remain in compliance with the **Employment Screening Requirements** section;
- _____ It has read, is and will remain in compliance with the **Employment Compliance Certification** section;
- _____ It has read, is and will remain in compliance with the **Summary of Consumers Rights** section;
- _____ It has read, is and will remain in compliance with the **CA Civil Code End User Compliance Certification** section;
- _____ It has read, is and will remain in compliance with the **VT FCRA Compliance Certification** section.

User certifies that the terms on this and the prior pages have been read, the information is accurate and that the undersigned agrees to all of the above terms and conditions as written on behalf of User and represents that he / she is authorized to execute on behalf of User and that facsimile signatures shall be construed as valid and binding marks.

Company Name

Signature of Owner or Officer

Name Typed or Printed

Title

Date

Fax this document to 877-831-1077

www.thecreditbureau.com
10 S Riverside Plaza
Suite 1800
Chicago, IL 60606
Phone:800-240-0403
Fax: 877-831-1077

Checklist

- 1. Include copies of documentation verifying your business and professional license.**
Examples:
 - Business License**
 - Professional License**
 - Corporate Charter or Similar Certificate of Organization for Partnership/LLC (Certified Copy)**
- 2. Initial ALL pages of the Application, sign where indicated, and fax the Application and supporting documentation to Thecreditbureau.com Inc., Inc. at 877-831-1077**
- 3. Copy of a voided, or blank check from your business checking account.**
- 4. Letter of Inent**
- 5. Copy of your telephone bill**
- 6. Copy of owner’s driver’s license**
- 7. Two completed tenant applications- if you are a real estate management company**
- 8. Physical Inspection will be performed by a third party company**